

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

**STATE OF DELAWARE
DEPARTMENT OF STATE
DIVISION OF THE PUBLIC ADVOCATE**

REQUEST FOR CONSULTING SERVICES RELATED
TO AN INVESTIGATION BY THE DIVISION OF THE PUBLIC ADVOCATE
OF A REQUEST BY CHESAPEAKE UTILITY SERVICES CORPORATION TO INCREASE ITS
NATURAL GAS BASE RATES AND FOR OTHER TARIFF CHANGES (PSC DOCKET NO. 15-1734)

CONTRACT NO. STA - -16-001-151516DPA

DATE OF ISSUE: January 2016

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I. INTRODUCTION:

This Request for Proposals for Professional Services (“RFP”) is issued pursuant to 29 *Del. C.* §§6981-6982.

You are invited to submit a proposal to the Delaware Division of the Public Advocate (“DPA”) in accordance with the specifications and conditions contained in this RFP. Please submit your proposal in the format specified with appropriate data in each section. Offerors should submit an original and two (2) copies of each proposal.

Signed: /s/ *Andrea B. Maucher*
Andrea Maucher
DPA Case Manager
Division of the Public Advocate

II. BACKGROUND:

Chesapeake Utilities Corporation (“CUC” or “the Company”) is a diversified utility company engaged in natural gas gathering, distribution, transmission and marketing, electric distribution, propane distribution and wholesale marketing. ¹ In Delaware, Chesapeake’s natural gas distribution operations serve approximately 41,500 residential customers, 3,430 commercial and industrial customers, and 300 transportation customers.

¹ For a full description of Chesapeake’s operations, refer to the pre-filed testimony of C. James Moore included in Company’s Application.

On December 21, 2015, Chesapeake filed an application (“Application”)² with the Delaware Public Service Commission (“Commission”) seeking an increase in its natural gas base rates of \$4,741,823, or 9.96% percent of its total operating revenues. In addition to the requested increase in base rates, the Company has also proposed several tariff changes, including: (a) a Multi-Family Housing Program, under which Chesapeake will provide a financial contribution to offset the costs associated with gas piping and venting to builders that select natural gas for multi-family housing; (b) a Natural Gas Compression Service, under which Chesapeake will construct, own and maintain compression facilities for commercial customers who require enhanced pressure for their operations; (c) a Municipal Natural Gas Infrastructure Expansion Program, under which Chesapeake may offer incorporated towns an advance that would fund the construction of natural gas infrastructure in the town and which the town would pay back within six years; (d) a Temporary Gas Storage Tank Program for those instances when new construction has been completed prior to Chesapeake completing its natural gas main extension to the project and the customers require a temporary gas service until they can connect to the natural gas main, (e) a Poultry House Transportation offering, which will permit poultry companies to aggregate usage from their poultry houses for purposes of meeting the minimum consumption requirement for transportation service, and (f) natural gas service to owners or operators of compressed natural gas (“CNG”) facilities or to CNG transportation providers, who compress and/or transport CNG to third parties. Other proposed tariff changes include modifications to Chesapeake’s curtailment policy; a proposed extension in the bill payment due date from ten

² The full Application is available through the PSC’s electronic document management system, Delafile, and searching for the Docket No. “15-1516.” Link to Delafile: <https://delafile.delaware.gov/>

(10) days to twenty (20) days; a proposed modification to the interest rate on customer deposits; and other general formatting and clarification changes.

In this Application, Chesapeake is also seeking approval of a Revenue Normalization Adjustment (“RNA”) for residential and smaller commercial customers, as well as deferred accounting treatment for expenses relating to the set-up and implementation of new technologies, including a new billing system, and expenses associated with Chesapeake’s pension, deferred compensation and other post-retirement benefits.

The Company’s last base rate case was filed in July 2007 (PSC Docket No. 07-186). In that case, the Commission ultimately adopted a proposed settlement agreement that increased Chesapeake’s rates by less than 1 percent of total operating revenues. See Order No. 7434 (Sept. 2, 2008). In November 2013, the Commission further authorized increases to Chesapeake’s fixed monthly customer charges only for new customers in certain rate classes located within a defined Expansion Area; however, Chesapeake is not seeking changes to those rates in this Application. See Order No. 8479 (Nov.5, 2013).

III. SCOPE OF WORK TO BE PERFORMED:

The DPA seeks assistance from qualified firms and individuals to provide professional public utility consulting service to the DPA in exercising its statutory duty of advocating for the lowest reasonable rates for residential and small commercial consumers, consistent with an equitable distribution of rates among all rate classes and the maintenance of safe, reliable and adequate utility service. Such consulting services include a detailed examination of Chesapeake’s claimed revenues and expenses; its request for an increase in its authorized rate of return; an

evaluation of the Company's proposed cost allocation and rate design; and an assessment of its proposed tariff modifications. The DPA's internal staff will work with the consultant(s) in the preparation and presentation of testimony and exhibits and may participate in certain areas of the case which could be incorporated in the consultant's testimony.

The successful Offeror(s) will be required to analyze the Company's application, schedules and pre-filed testimonies and draft discovery questions, as well as review prior Commission decisions impacting this matter. Additionally, the selected Offeror(s) will be expected to assist in the development of cross-examination of the utility's prefiled testimony and exhibits; to develop, present, and stand cross-examination on direct testimony; and to assist DPA Counsel, as needed, in the briefing and presentation of the DPA's case to the Hearing Examiner and to the Commission. This may also include the preparation of surrebuttal testimony. Professional assistance may also be required in the post-hearing phases of the proceedings, which may include the preparation of explanations, summaries, schedules, and exhibits as may be required by the Hearing Examiner, DPA Counsel, or by the PSC.

In summary, this is a litigated proceeding before a PSC-appointed Hearing Examiner. The selected Offeror(s) will be expected to adhere to a formal procedural schedule that will aim to conclude the case within seven months from the date of filing. However, extensions to that time period can be, and have been, granted for cause. DPA seeks from the bidder(s) a firm total not-to-exceed price for complete performance of these tasks, a list of individuals who will be performing the tasks, and their qualifications.

For each task listed, provide a separately priced quote and estimated time schedule. **A bidder may provide a quote on any or all of the following tasks:**

TASK 1: RATE BASE, REVENUE REQUIREMENT, REVENUES, EXPENSES AND OTHER GENERAL RATE CASE ISSUES:

- a) Analysis and evaluation of Chesapeake's rate base, revenue requirement, and operations and maintenance expenses, including depreciation, revenues and other general rate case issues as filed.
- b) Analysis and evaluation of appropriate adjustments to historical test year data, including but not limited to weather normalization.
- c) Analysis and evaluation of the depreciation rates contained in the filing.
- d) Recommendations for alternative adjustments, as needed.
- e) Evaluation of the Company's proposed tariff modifications.
- f) Identification and analysis of other issues not raised by the Application that should be addressed.

TASK 2: COST OF SERVICE AND RATE DESIGN STUDY:

- a) Analysis and evaluation of Chesapeake's cost of service and rate design.
- b) Determination of appropriate functionalization, classification, and allocation of distribution revenue requirements to various customer classes.
- c) Identification and analysis of other issues not raised by the Application that should be addressed.
- d) Evaluation and recommendations regarding the Company's propose Revenue Normalization Adjustment.

TASK 3: CAPITAL STRUCTURE, COST OF CAPITAL, COST OF EQUITY AND OVERALL RATE OF RETURN ISSUES:

- a) Analysis and evaluation of proposed capital structure, cost of capital, cost of equity, and overall rate of return.
- b) Preparation of recommendations or alternative adjustments, as needed.
- c) Identification and analysis of other issues not raised by the Application that should be addressed.

The DPA anticipates that the bidder will demonstrate professional expertise and due diligence in developing a work plan for project completion and the not to exceed price for services. The DPA recognizes that the potential exists for the scope of work to expand beyond what was originally contemplated in the proposal; therefore, timely filed requests for supplemental compensation will be considered. To be considered timely, the request must be filed with the DPA sufficiently far enough in advance for the DPA to evaluate it adequately (generally not less than two weeks). All Offerors are hereby specifically advised that in order to receive any payment above the accepted not to exceed price, the DPA will require detailed written support demonstrating that the work involved in bringing the matter to conclusion was not, and could not have been, reasonably contemplated at the time the original proposal was submitted. In the event that it becomes necessary or desirable during the course of the project for the successful Offeror to perform additional work not reasonably contemplated within the proposed firm price, it is understood and agreed that **NO** compensation will be paid for such work commenced or undertaken at the direction of DPA Counsel, the Public Advocate, or any DPA employee without the **prior** approval of the DPA.

IV. STATE'S RIGHT TO AWARD MULTIPLE SOURCE CONTRACTING:

Pursuant to 29 *Del. C.* § 6986, the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware. If awarded as a multiple source contract, the criteria for selection will be by tasks as outlined in Section III of this RFP.

V. DEADLINE FOR PROPOSALS:

The DPA must receive all proposals in a sealed envelope marked **BID PROPOSAL ENCLOSED** no later than **NOON on Monday, February 1, 2016**. The DPA will not consider proposals received after that date. An original plus two (2) copies are required. ***Electronic versions of the proposal will not be accepted.*** To be received, the proposals must be physically present, by mail or by other means of delivery, at the Division of the Public Advocate, 29 South State Street, Dover, DE 19901.

VI. NO DIRECT CONTACT WITH STATE EMPLOYEES:

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

VII. PROPOSED PLANS AND TIMETABLES:

The Offeror's proposal must clearly state all plans for the performance of the proposed review, together with a preliminary discussion of each major element of review proposed. The timetable must estimate the calendar time required, and the proposed elements of the review, including the development of proposed report, cross-examination and preparation of affirmative testimony.

VIII. SIGNATURE ON PROPOSALS:

The proposals and all copies must be signed by an officer or partner authorized to bind the Offeror contractually. The name, title, address, and telephone number of the officer or partner (if different from above) who may be contacted during the period of proposal evaluation shall be included.

IX. DESIGNATED STATE CONTACT:

Andrea Maucher, Public Utilities Analyst, is the Designated State Contact. . Her contact information is

Andrea Maucher
Public Utility Analyst
Division of the Public Advocate
29 South State Street
Dover, Delaware 19901
(302) 241-2545
andrea.maucher@state.de.us

Ms. Maucher will act as the point of contact and coordinator for the entire project. She will represent the DPA in all aspects of this project and will receive all proposals, invoices, reports, and other correspondence relating to the project. Ms. Maucher will oversee scheduling and procedural concerns, as well as serve as the principal contact for the technical tasks associated with this review. Periodic updates should be provided to Ms. Maucher as the review progresses, at least on a bi-weekly basis.

X. NON-COLLUSION:

The Offeror(s) shall be required to certify in its/their contract that it has/they have neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise

taken any action in restraint of free competitive bidding in connection with this RFP. The Offeror(s) shall further certify in its/their contract that it is/they are not a sub-contractor to another Offeror who also submitted a proposal as a primary Offeror in response to this RFP.

The Offeror(s) agree that the signed delivery of this bid represents the Offeror's/Offerors' acceptance of the terms and conditions of this RFP, including all specifications and special provisions.

XI. PERSONNEL ASSIGNED:

Proposals must include an organizational chart listing the partner or officer in charge or the project manager; each person that will be assigned to the project; each person's position within the firm; each person's billing rate; each person's experience; each person's specific contribution to be made to the project; the estimated billable hours for each person; and such other pertinent information as the proposer deems necessary. No persons other than those listed in the Offeror's original proposal will be permitted to work on the project without Ms. Maucher's prior express approval.

Using the format below, provide a breakdown of the price of the proposal by hourly rates for every professional individual.

<u>NAME</u>	<u>BILLING RATE</u>	<u>HOURS</u>	<u>EXPENSES</u>	<u>TOTAL</u>
Partner				
Project Manager				
All Others (by name)				

All Other Fees or Expenses				
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The proposal should include a résumé for each person who will be assigned to the project indicating the individual's knowledge of the subject areas for this project and the qualifications applicable to the performance of the project. In addition, please list in your proposal three (3) current references for each person, along with addresses and current telephone numbers of the reference. The DPA may contact these references in the evaluation of the proposals received.

XII. RELATED PROJECTS:

Each proposal must list all projects currently in progress or completed within the last two (2) years which the Offeror considers to be similar to this project. Each project should be described in sufficient detail to permit comparison with the subject matter of this RFP. Please place this information in an appendix to your proposal.

XIII. CONFLICTING INTERESTS OR EMPLOYMENT:

Any individual or firm submitting a proposal is required to review its prior and existing employment, and that of its personnel, to ensure that there are no interests that could reasonably be deemed to conflict with the work which is the subject matter of this RFP. The DPA wishes to avoid even the appearance of impropriety; therefore, any doubts in this regard should be resolved in favor of full disclosure. The successful Offeror, and the personnel employed on the project, must not have any direct or indirect financial or business interest with PSC-regulated companies that would or could be reasonably thought to affect the exercise of independent professional

judgment throughout the proceedings contemplated by this RFP. Even though not state employees, the Offeror should read and be familiar with the terms of 29 Del. C. Ch. 58 - "Laws Regulating the Conduct of Officers and Employees of the State" so as to assist them in avoiding any improper conduct. In addition, 26 *Del. C.* §109 provides:

No person shall be eligible for appointment to or shall hold the office of Commissioner, or be appointed by the Commission to hold any office or position under it, who is a director, officer or employee of any public utility or owns or directly or indirectly controls any stock of any public utility entitled to vote for election of directors. No Commissioner, and no employee, appointee or official engaged in the service of or in any manner connected with the Commission shall hold any office or position, or be engaged in any business, employment or vocation, the duties of which are incompatible with the duties of his office as Commissioner, or his employment in the service or in connection with the work of the Commission.

XIV. FIRM OFFER:

All proposals must contain a **conspicuous** statement within the proposal that the proposal is a firm offer for a period of not less than six (6) weeks from the deadline for proposals.

XV. PRICE:

The contract resulting from the DPA's formal acceptance of the Proposal will be on a "NOT TO EXCEED" basis. Your proposal should be realistic for the approach you propose and should enable you to give the DPA the full benefit of your best professional judgment and efforts.

Flexibility between classes and among members of the project team is permissible so long as the maximum price is not exceeded.

In addition to the above format, each proposal must contain the following statement:

The DPA shall pay (Offeror) as full compensation for all authorized work performed and accepted including all costs, fees, and expenses, an amount not to exceed \$_____.

All price information shall be included in your proposal.

The DPA will pay only reasonable expenses. The DPA reserves the right to disallow expenses that the DPA determines are not reasonable and necessary. Insomuch as the proposed services will be for a state agency, the successful Offeror should make every effort to keep costs of hotels, meals and transportation to a minimum. When considering future proposals from an Offeror, the DPA may consider its previous experience with an Offeror relating to this issue.

XVI. ACCEPTANCE OF PROPOSAL:

If the DPA accepts your proposal, the DPA will provide a written agreement for you to execute. Until a formal notice of acceptance is issued, however, no communication either written or oral, by the Public Advocate or DPA employee, shall constitute or be interpreted as a promise of or actual acceptance of any proposal.

By submitting a proposal, an Offeror specifically agrees not to perform ANY services chargeable to the DPA or the State of Delaware under or in connection with this RFP or the subject thereof until receipt of formal notice of acceptance and a validly executed purchase order which has approved by the Office of the Secretary of Finance of the State of Delaware. The rights and obligations of the successful Offeror and the DPA shall not be effective, and neither the successful Offeror nor the DPA shall be bound by the terms of a tentatively accepted proposal, unless and until a validly executed purchase order has been approved by the Office of the Secretary of Finance of the State of Delaware.

To facilitate the processing of the proposal of the successful Offeror, the following tentative acceptance paragraph should be provided at the end of your proposal:

If this proposal meets with DPA approval and we are selected as the successful Offeror, you will so indicate by providing us with a contract for our execution. We understand that this acceptance is conditioned upon approval by the Office of the Secretary of Finance of the State of Delaware of a validly executed purchase order for the work to be performed in connection therewith. We will perform no services under this proposal to be charged to the DPA or to the State of Delaware and will not consider a binding contractual arrangement to have been entered into until the issuance by the DPA of a formal notice of acceptance stating that a validly executed purchase order for services to be performed in accordance with this proposal has been approved by the Office of the Secretary of Finance of the State of Delaware. We acknowledge that all terms, conditions, and assurances contained in the RFP to which this proposal responds are accepted and incorporated by this proposal.

Accepted this _____ day of _____, 2016.

By:

Division of the Public Advocate

XVII. FACTORS THE DPA MAY CONSIDER IN THE SELECTION PROCESS

The DPA will evaluate the proposals that meet the specifications of this RFP on the basis of its consideration of the following factors:

1. Demonstrated ability to understand and perform the assignment in an expeditious and professional manner (20%).
2. Demonstrated knowledge and understanding of public utility regulatory proceedings of a similar nature (20%).

3. The quality of the staffing plan and qualifications and past experience of the personnel assigned to work on the project (20%).
4. The DPA's prior experience with the Offeror's work product (20%).
5. Total price of proposal and the components thereof (20%).

In the event of a tie, the DPA will use the responses and recommendations of listed references.

XVIII. ASSURANCES:

By submitting a proposal in response to this RFP, the Offeror assures the DPA that he/she/it has or will, prior to performing any work to be billed to the DPA in connection with the project which is the subject matter of this RFP, secure all necessary licenses or permits required by the Division of Revenue and other appropriate agencies and departments of the State of Delaware to perform work of the nature contemplated by this RFP.

XIX. INDEPENDENT CAPACITY AND ASSIGNABILITY:

The successful Offeror and any agents and employees thereof shall, in the performance of work under the proposal and this RFP, act in an independent capacity and not as officers or employees of the State. The successful Offeror shall neither assign nor transfer any interest under the contract resulting from this RFP without the prior written consent of the DPA.

XX. INSURANCE:

During the term of this contract, the successful Offeror(s) shall, at its/their own expense, also carry insurance minimum limits as follows:

Commercial General Liability: \$1,000,000 per occurrence/\$3 million aggregate

Professional Liability: \$1 million per occurrence/\$3 million aggregate

The successful Offeror(s) shall furnish the DPA with proof and amount of insurance and amount of insurance prior to the start of the contract period.

XXI. INDEMNIFICATION:

The successful Offeror agrees to indemnify, defend, and save harmless the State of Delaware, its agencies (including the Division of the Public Advocate), officers, Commissioners, employees, and agents from any and all claims and/or losses accruing or resulting to persons, firms, or corporations who may be injured or damaged by the successful Offeror in the performance of its duties and responsibilities under the proposal accepted by the DPA and also from and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy or confidentiality arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished pursuant to this engagement or based on any libelous or otherwise unlawful matter contained in such data.

The successful offerer agrees that it will also provide or cause to be provided, at no further cost to the DPA, such additional professional consulting services as may be necessary to rectify or otherwise correct the effects of any errors or omissions resulting from the negligent performance or non-performance by the successful Offeror, its employees, agents, or assigns of its reasonable duties and responsibilities in connection with the subject matter of this RFP.

XXII. ACCESS TO RECORDS AND RIGHT TO AUDIT:

The successful Offeror agrees that the DPA and/or the State Auditor of Accounts, through their duly authorized agents or employees, shall have the right to audit and examine such books, records, time cards, and other material in possession or control of the Offeror as may be deemed necessary to verify fees, charges, or expenses billed to the DPA in regard to the project that is the subject of this RFP.

XXIII. CONFIDENTIALITY OF PROPOSALS, WORK PAPERS AND MATERIALS

The proposal filed in response to this RFP will be considered a public document and will be available for public inspection upon receipt by the DPA.

The successful Offeror agrees that the DPA shall own and have unlimited right to all interim and final written testimony, exhibits, or reports, and that the Offeror shall not assert any rights or establish any claim under existing copyright, patent, or data law as to such material or processes. Further, the Offeror agrees that upon request it will turn over to the DPA original or legible copies of all work papers created by Offeror in support of its testimony, exhibits, or reports during the course of this engagement within thirty (30) days following the deliberation and decision by the Commission on the subject matter of this RFP.

XXIV. PAYMENT:

The successful Offeror shall submit monthly detailed bills to the DPA for services performed to that point in time. Subject to review and audit by the DPA, such invoice will be promptly processed and paid.

XXV. TERMS AND CONDITIONS:

This RFP neither commits the DPA to enter into a contract nor to pay any cost incurred in the preparation of a proposal in response to this request. The DPA reserves the right to accept or reject any or all proposals received, to negotiate with all qualified sources, or to cancel or modify this RFP in whole or in part. The DPA reserves the right to request additional written data, information, oral discussion, or presentations in support of any written proposal or portion thereof that are deemed necessary to clarify any aspect of the proposal.

The DPA reserves the right to enter into negotiations with one or more Offerors concerning the subject matter of this RFP independent from the proposals which may be submitted in response to the RFP, and the DPA may accept any proposal with or without modifications acceptable to the Offeror without conducting further written or oral discussions with any Offeror, and the DPA shall be under no obligation to explain to any Offeror whose proposal is not accepted the reasons for such non-acceptance. By submitting a proposal, the Offeror agrees that it will not seek such explanation for non-acceptance of its proposal.

XXVI. TERMINATION OF AGREEMENT FOR CAUSE:

The Offeror understands and agrees that if, through any cause or for any reason, he/she/it shall fail to fulfill the obligations under the successful proposal in a timely and proper professional manner, or shall violate any of the terms and conditions of this RFP, the DPA shall have the right to terminate the agreement by giving written notice of such termination to him/her/it specifying the effective date of such termination, which shall not be earlier than the mailing of such notice. In the event of such termination, all finished or unfinished documents,

data, studies, testimony, exhibits, or other material prepared or being prepared pursuant to the project shall, at the option of the DPA, become its property and the successful Offeror shall be entitled to receive just and equitable compensation for any reasonably satisfactory work performed.

XXVII. TERMINATION FOR CONVENIENCE OF DPA:

The DPA reserves the right to terminate this project at any time, either before or after acceptance of the proposal. Such termination, when made prior to the issuance of formal notice of acceptance of a proposal, may be accomplished by telephone, electronic mail or first-class mail. Such termination, when made after issuance of formal notice of acceptance of the proposal, shall be accomplished by notice of termination which shall be made in writing and which shall be effective upon receipt by the successful Offeror.